

### **REMARKS/ARGUMENTS**

This Reply is being filed in response to the final Official Action of June 19, 2008. The final Official Action rejects Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 (noting that the Official Action still refers to 15-19 in this rejection but, of those, only addresses Claims 15 and 16) under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2006/0200444 to Bracho et al.; and rejects the remaining claims, namely Claims 3-5, 7, 10-12, 14 and 17-19, under 35 U.S.C. § 103(a) as being unpatentable over Bracho, in view of one of U.S. Patent Application Publication No. 2002/0099829 to Richards et al.; or U.S. Patent Application Publication No. 2004/0133641 to McKinnon et al. As explained below, Applicant respectfully submits that the claimed invention is patentable over Bracho, Richards and McKinnon, taken individually or in any proper combination. In view of the remarks presented herein, Applicant requests reconsideration and allowance of all of the pending claims of the present application. Alternatively, as the remarks presented herein do not raise any new issues or introduce any new matter, Applicant respectfully requests entry of this Reply for purposes of narrowing the issues upon appeal.

#### ***A. Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 are Patentable over Bracho***

As indicated above, the final Official Action rejects Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 as being anticipated by Bracho. As explained in response to the previous non-final Official Action of September 21, 2007, in contrast to independent Claim 1, Bracho (as well as Richards and McKinnon) does not teach or suggest a proxy associated with an event server for receiving, from a network entity, a subscription message subscribing to an event maintained by the event server, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber.

**1. Determining whether Network Entity is an Authorized Subscriber**

As previously explained, instead of verifying a subscriber (determining whether the network entity is an authorized subscriber), similar to independent Claim 1, Bracho at best discloses verifying an event. As disclosed by Bracho, “an information broker checks to see if a received event is the properly subscribed to event by determining if an event type corresponding to the published event matches a subscription associated with the subscriber, whether or not an event security level corresponding to the event is verified, determining whether or not an event content matches the content filter and whether or not the event authorization is valid.” Bracho, paragraph [0013]. Bracho therefore discloses verifying an event to see if it has an associated subscription, verifying the security level of the event, and matching the event content against a filter to authorize the event. Independent Claim 1, on the other hand, recites verifying a subscriber, or rather determining whether the network entity (from which a subscription message is received) is an authorized subscriber.

In response to the foregoing, the final Official Action appears to interpret a client group security feature of Bracho as corresponding to the subscriber authorization feature of the claimed invention. In this regard, Bracho discloses a technique whereby a subscriber joins a client group including determining if the subscriber is permitted to join that group (determining whether the network entity is authorized). The client group specifies the types of events its members are authorized to publish and those that its members are authorized to receive (by subscription or reply). Thus, before a subscriber (broker client) receives a published event, the information broker first checks to make sure the client is authorized to receive the respective event.

Contrary to the apparent interpretation of Bracho, Applicant maintains that in contrast to independent Claim 1, Bracho does not teach or suggest forwarding a subscription message of a network entity to an event server if the network entity is determined to be an authorized subscriber. As shown and described with respect to FIG. 6A, nowhere does Bracho condition forwarding a subscription message or even entering a subscription based on whether a broker client is determined to be an authorized client. Instead, Bracho discloses application of its aforementioned security measure (conditioned on client group membership) only on receipt of an event sent to a client, the client at that point being presumed to have already subscribed to the

event. In this regard, Bracho discloses a process of delivering an event “to a subscriber” including determining if the event security level is verified. Bracho, paragraph [0061-0062]. As disclosed, this verification may include assuring that a client label (indicative of the kinds of data the client can see) “dominates” the event label (indicating the type of data in the event type data field). *Id.* at paragraphs [0079-0082]. Thus, although Bracho may include a security mechanism to restrict delivery of an event to a subscriber, Bracho does not teach or suggest forwarding a subscription message of a client (to an event server maintaining the event) if the network entity is determined to be an authorized subscriber, similar to the claimed invention.

## **2. Receiving Communication without Determining Authorized Subscriber**

In further contrast to independent Claim 1, Bracho does not teach or suggest a proxy associated with an event server forwarding (for a network entity – authorized subscriber) a subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. For this feature, the Official Action cites a multi-session subscription feature of Bracho. Instead of permitting a network entity to receive communication without another determination as to whether the network entity is authorized similar to independent Claim 1, however, Bracho still determines authorization for each event even in the context of a multi-session subscription feature. As per Bracho:

*... For each matching subscription, the information broker then determines if the event's authorization is valid 708. For all authorized events, the information broker then determines whether the matching subscription is a single session subscription or a multi-session subscription 710. If it is determined to be a multi-session subscription, the information broker then determines if the multi-session subscription is cancelled 712. If the multi-session subscription is cancelled, the information broker ignores the event and stops processing. If, however, the multi-session subscription is not cancelled, the information broker determines if the connection is valid 714. If the connection is valid, the information broker queues the event to the subscriber 720.*

Bracho, paragraph [0062] (emphasis added). As explained by Bracho, authorization of an event is determined before even determining whether the subscription is a single session or a multi-

session subscription. Thus, Bracho does not teach or suggest any capability of a subscriber to receive communication according to a subscription without again determining whether the subscriber is authorized, similar to independent Claim 1.

Applicant therefore respectfully submits that independent Claim 1, and by dependency Claims 2-7 and 20, is patentably distinct from Bracho. Applicant also respectfully submits that independent Claims 8 and 15 recite subject matter similar to that of independent Claim 1. Thus, Applicant respectfully submits that independent Claims 8 and 15, and by dependency Claims 9-14 and 16-19, are patentably distinct from Bracho, for at least the same reasons given above with respect to independent Claim 1.

In view of the foregoing, Applicant respectfully submits that the rejection of Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 as being anticipated by Bracho is overcome.

***B. Claims 3-5, 10-12 and 17-19 are Patentable over Bracho, in view of Richards***

The final Official Action rejects Claims 3-5, 10-12 and 17-19 as being unpatentable over Bracho, in view of Richards. Applicant respectfully submits, however, that Richards does not cure the defects of Bracho, and accordingly, respectfully submits that the claimed invention is patentably distinct from Bracho, in view of Richards. More particularly, in contrast to independent Claims 1, 8 and 15, and by dependency Claims 9-14 and 16-19, neither Bracho nor Richards, taken individually or in any proper combination, teaches or suggests receiving a subscription message, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. Applicant therefore respectfully submits that the claimed invention is patentably distinct from Bracho, in view of Richards, taken individually or in any proper combination.

For at least the foregoing reasons, Applicant respectfully submits that the rejection of Claims 3-5, 10-12 and 17-19 as being unpatentable over Bracho, in view of Richards, is overcome.

***C. Claims 7 and 14 are Patentable over Bracho, in view of McKinnon***

The final Official Action rejects Claims 7 and 14 as being unpatentable over Bracho, in view of McKinnon. Applicant respectfully submits, however, that McKinnon does not cure the defects of Bracho, and accordingly, respectfully submits that the claimed invention is patentably distinct from Bracho, in view of McKinnon. More particularly, in contrast to independent Claims 1, 8 and 15, and by dependency Claims 9-14 and 16-19, neither Bracho nor McKinnon, taken individually or in any proper combination, teaches or suggests receiving a subscription message, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. Applicant therefore respectfully submits that the claimed invention is patentably distinct from Bracho, in view of McKinnon, taken individually or in any proper combination.

For at least the foregoing reasons, Applicant respectfully submits that the rejection of Claims 7 and 14 as being unpatentable over Bracho, in view of McKinnon, is overcome.

**CONCLUSION**

In view of the remarks presented above, Applicant respectfully submits that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues. As explained above, no new matter or issues are raised by this Reply, and as such, Applicant alternatively respectfully requests entry of this Reply for purposes of narrowing the issues upon appeal.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

  
Andrew T. Spence  
Registration No. 45,699

**Customer No. 00826**  
**ALSTON & BIRD LLP**  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
Tel Charlotte Office (704) 444-1000  
Fax Charlotte Office (704) 444-1111

**ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON SEPTEMBER 9, 2008.**